

Initial agreement on 12/10/58

CS-100

AGREEMENT OF EMPLOYMENT

AGREEMENT made this 1 Dec. 1958 day of December, 1958 by and between Hycon Mfg. Company, a Delaware corporation with its principal place of business in Pasadena, California, (hereinafter sometimes referred to as the Employer), and _____ (hereinafter sometimes referred to as Employee), and individual residing at _____.

RECITALS

WHEREAS, the United States of America (hereinafter sometimes referred to as the Government) and Employer from time to time enter into contracts whereunder Employer supplies the Government the services of competent field service engineers; and

WHEREAS, Employer desires to employ Employee for work at such locations as the Government shall designate, in connection with Employer's performance under any such contract (the term "any such contract" being hereinafter sometimes referred to as the Government Contract); and Employee desires to accept such employment in accordance with the terms and conditions herein; and

WHEREAS, Employee understands that he may be called upon to render services hereunder at isolated locations outside the Continental United States; that working and living conditions at such locations may be difficult and rigorous in all respects; and that he will be serving with the armed forces of the United States in a civilian capacity and will therefore be subject to restrictions normally imposed upon civilian employees in a military organization, and may in certain contingencies be subject to discipline comparable to military discipline; and

WHEREAS, Employer is required by the Government to maintain in strictest confidence the nature of the work it does and the results thereof, any violation of that confidence by the Employee may result in serious consequences to the Employee; and

WHEREAS, it is extremely important to the Employer that an Employee fulfill his duties for the full term of contracted service, because the replacement of an Employee who does not do so works a financial and operational hardship upon the employer, the purpose of this Agreement is to set forth the respective rights and obligations of the parties to it; and

EXHIBIT "A" attached hereto is an executed schedule which is by execution of this Agreement incorporated herein and made a part hereof; and

NOW, THEREFORE, the parties hereto, in consideration of the premises and the mutual undertakings hereinafter contained, do hereby agree as follows:

SECTION 1. CONTINENTAL UNITED STATES

For the purpose of this Agreement the terms "Continental limits of the United States" or "Continental United States" shall be deemed to, and shall include only the forty-eight states of the United States and District of Columbia. At such time that the Territory of Alaska shall become, by due process of law, a State of the United States it shall not by reason thereof fall within the meaning of "Continental United States" as defined hereinabove.

SECTION 2. EMPLOYMENT AND DUTIES

Employer hereby employs Employee to render such services and perform such duties in connection with the performance of the Government Contract as Employer may direct or designate; and Employee accepts such employment with knowledge of the terms and conditions herein set forth and agrees throughout the term of this Agreement of Employment to give his exclusive time and attention to the diligent and faithful performance of such services and duties, and to abide by and be subject to all rules, regulations and requirements of Employer, its officers, agents and supervisory employees, as well as those of the United States Government, and all civil laws and regulations in effect from time to time at the place or places of duty where Employee may be assigned during the continuance of, and in connection with, Employee's employment hereunder. Employee further agrees to abide by all security rules and regulations applicable to this Employment. Wherever in this Agreement reference is made to direction, designations or instructions of Employer, such reference shall be deemed to include directions, designations, and instructions given to Employee by such representatives of the United States Government as Employer may specify.

SECTION 3. CANCELLATION OF PRIOR AGREEMENTS

If Employee is presently employed by Employer under any agreement of employment, written or oral, the parties hereto agree that such agreement of employment will be canceled and terminated concurrently with the commencement of the term of this Agreement of Employment which shall be substituted in lieu of the agreement so canceled and shall set forth the terms and conditions of Employee's employment by Employer, provided however that if Employee at the time of execution of this agreement shall enjoy seniority with Employer, the execution of this Agreement and the completion of performance thereunder shall not deprive Employee of such seniority or of any rights that may accrue to him by reason thereof including without limitation the right to participate in any retirement plan of Employer, in accordance with the requirements of said plan as they may be amended from time to time.

SECTION 4. TERM OF EMPLOYMENT

The term of Employee's employment hereunder shall commence on the date when employee reports for duty hereunder at the time and place designated by the Employer and as stated in Exhibit "A" of this agreement. Employer may, by unilateral notice to Employee, extend the term of this Agreement a maximum of 31 days beyond the thirtieth (30th) day of November, 1959.

SECTION 5. AMOUNT, TIME, AND MODE OF PAYMENT OF SALARY

a. Amount of Payment. Beginning with the date the Employee's Term of Employment hereunder becomes effective, as provided in Exhibit "A" entitled "TERM OF EMPLOYMENT", and until said Term of Employment shall expire under the terms of this Agreement or be terminated in accordance with Section 14 of this Agreement, Employee shall be paid for such portions of said Term of Employment as are expressly set forth in Exhibit "A" of this Agreement.

b. Mode of Payment. Employee shall designate in writing the portion of his salary which he desires paid to him at his place of duty while employed outside the Continental United States; such amounts to be paid in United States currency or its equivalent in currency of said place of duty at the legal rate of exchange at said place of duty. The balance, if any, of Employee's salary shall be deposited (less any lawful deductions) for the account and risk of Employee in a bank or trust company in the United States to be mutually agreed upon and designated by Employer and Employee, or, in the

absence of such designation, in a member bank of the Federal Reserve System selected by Employer. The receipt therefor of such bank or trust company shall constitute conclusive evidence of payment to Employee.

c. Time of Payment. Salary payments shall be semi-monthly or monthly as Employer may from time to time elect. Failure on the part of Employer to respond to the precise time and mode of payment of salary prescribed herein shall not be considered as a breach or default on the part of Employer in those cases in which such failure is the result of causes beyond Employer's control.

d. Foreign Exchange. Employee will not seek reimbursement from Employer for any foreign exchange loss that he may incur as a result of converting into foreign or American money any sums paid or payable to him under the terms of this Agreement of Employment, and it is understood that the Employer shall be under no obligation to exchange foreign exchange or currency of any country into American currency or exchange.

e. Hours of Work. There shall be no restriction upon the number of Employee's work hours per day or the number of Employee's work days per week. The salary and compensation herein provided to be paid Employee is substantially in excess of that which Employee would receive for similar services rendered in the United States at the date hereof and includes compensation for any extra or overtime services to be performed, and Employee shall not be paid or compensated otherwise for services which ordinarily would be extra or overtime services.

f. Time Off

(1) Except while on extended sick leave of five days or more or on vacation, the privilege of time off shall accrue to Employee at the rate of .4(four-tenths) of a day for each day on duty in service under this Agreement. Such time off, however, shall be taken only at such times as Employer in its discretion shall designate. Days off shall not be earned during time off taken under the terms of this paragraph.

(2) For the purposes of this agreement the terms "time off" and "days off" shall refer to those days which employee is free to spend as he wishes within the general framework of applicable rules and regulations and is not required to perform work or remain on standby to perform work. All other time (except vacation and extended sick leave as defined in Section 8 hereof), including time spent in travelling in the fulfillment of this Agreement shall be "days of duty".

(3) Time off can be taken only in areas of the world designated by the Government.

(4) It is intended that time off will be provided on a regularly recurring basis and that no more than 45 calendar days will elapse between each such period of time off. Operational requirements and other emergency conditions may prevent this, however, and in the event as many as 60 calendar days elapse without time off having been provided Employee, special considerations will prevail. Starting with the 61st (sixty-first) consecutive day of duty (excluding periods of sick leave of five days or more and excluding time accrued under voluntary postponement of such leave as provided in paragraph six) without a day off as defined in article (g) below, Employee will accrue 1 (one) full day of time off in lieu of .4 (four-tenths) of a day for each day of duty hereunder until such time as he receives a minimum of five days of time off.

(5) In that the purpose of said time off is to provide the employee with intervals of rest and relaxation, it is the intent of the Employer that such time off be used to the maximum extent possible consistent with the performance of the function for which the employee is employed. Earned time off remaining to the Employees credit, and unused at the conclusion of the employees overseas assignment will in effect extend the term of this agreement. Such extension shall not exceed 20 days unless written justification is provided by the Hycon Field Supervisor and the Detachment Commander that circumstances did not permit accrued time off to be granted prior to the conclusion of Employee's overseas assignment. In no event shall such extension exceed 30 days.

(6) If the Employee so desires, not more than ten (10) days of time off earned under Section 5 (f) in each 6-week period may be taken in an area of the world evaluated as "Zero" in the Standardized Regulations for Government Civilians in foreign areas. Should the employee desire to take such time off, Employer shall set forth its best efforts to provide or cause to be provided transportation once per 6-week period at no cost to Employee to and from such designated area and return to place of work. Should an employee elect with the Hycon Field Supervisor's approval not to take such leave within a 6-week period, his right so to do may cumulate and carry forward into the next 6-week period. Should such trips not be taken because Employer fails to furnish time off or transportation, the right to such trips shall cumulate to the full extent earned under the terms of this Agreement, except that no monetary value shall attach to the failure to provide such transportation. Additional time off not taken in a "Zero" area may be taken at the Employee's permanent duty station or at a location deemed by the Hycon Field Supervisor and the Detachment Commander to be a suitable leave area.

(7) Time involved in travel in connection with "time off" will be counted as time on duty except that the day of arrival at the place time off is to be taken will count as a day off and the day of return will count as a day of duty regardless of the hour of arrival or return. Travel delays not caused by employee shall constitute days of duty under this Agreement.

g. Holidays. For the purposes of this Agreement, the seven authorized holidays shall be New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. These days will normally be taken as days off at the place of duty but will count as days of duty for the purposes of this contract. In the event Employee is assigned to duty on an authorized holiday, one (1) full day will be added to his accrued days off after all other calculations have been completed.

SECTION 6. SUBSISTENCE

At all times during the term of this Agreement, except as otherwise specifically excluded herein, including such time taken as days off as defined in Section 5 (f) of this Agreement, the Employee will be furnished subsistence at no cost to Employee or be paid a Per Diem Allowance at the assigned station rate on the same basis as paid to Government civilian employees assigned to the same project and area. No per diem will be paid during any period of time spent as vacation time wherever taken. No per diem will be paid during any period of assignment in Pasadena, California.

SECTION 7. OVERSEAS DIFFERENTIAL

a. In consideration of Employee's entering into this Agreement for the performance of Service at isolated locations outside the Continental Limits of the United States and rendering continuous and satisfactory service, Employer agrees to pay to Employee an Overseas Differential as specified hereunder.

b. The Overseas Differential shall amount to \$35.00 per week of service under this Agreement. The Employee shall receive an additional overseas differential at the rate of \$25.00 per week when serving in any area other than a "Zero" area as defined in "Standardized Regulations for Government Civilians in Foreign Areas".

c. Unless this Agreement is terminated earlier pursuant to Section 14 hereof, this Overseas Differential will become due and payable to Employee according to the following schedule.

(1) On June 1, 1959, the Overseas Differential for period of December 1, 1958 through March 1, 1959 shall become due and payable.

(2) On August 31, 1959, the Overseas Differential for the period of March 2, 1959 through May 31, 1959 shall become due and payable.

(3) At the time this Agreement expires, all Overseas Differential for the period commencing June 1, 1959 and ending upon termination of this Agreement shall become due and payable.

(4) In the event of termination of this Agreement according to the terms of Articles (c) or (d) of Section 14 hereof, all Overseas Differential not yet paid at the time of such termination shall become due and payable to the Employee.

(5) In the event of termination of this Agreement according to the terms of Articles (a) or (b) of Section 14 hereof, Employee shall not receive any part of any remaining Overseas Differential which has not become due and payable at the time of such termination. He shall, however, be entitled to retain any Overseas Differential which has become due and payable to him according to the schedule outlined above for such payments.

d. No Overseas Differential shall be paid for service within the Continental United States.

SECTION 8. VACATION AND SICK LEAVE

a. Vacation.

(1) Employee shall accrue vacation at the rate of 6.6 hours for each full month of continuous and satisfactory service with the Employer during the first five (5) years of employment. Upon reaching his fifth anniversary date of continuous service and additional five days vacation will be added for completion of five years service. During the sixth year of continuous service and each year thereafter, accrual shall be at the rate of ten (10) hours per month.

(2) Vacation will normally be taken at the expiration of this Agreement, or its termination under Article (c) of Section 14 hereof. Time taken for vacation purposes will be paid at the Employee's basic salary rate of the job to which he is permanently assigned at the time vacation is taken exclusive of Overseas Differential.

(3) Vacation must be spent in the Continental United States if so specified by the Employer.

(4) Any vacation which has been earned under any prior agreement of employment between the Employer and the Employee and has not been taken or paid for as of the date of execution of this Agreement as stated in Exhibit "A" hereof shall be carried forward on the Employee's vacation account to be added to any vacation accrued under this Agreement. Accrued vacation which is carried forward into this Agreement may be used during the period of this Agreement for emergency leave only.

(5) If this Agreement of Employment shall be terminated for any reason other than under the terms of Paragraphs (a) or (b) of Section 14 hereof and the Employee does not continue thereafter in the employment of the Employer, the Employer will pay the Employee all accrued vacation credits.

(6) The Employee's Base Salary Rate will be converted to an hourly rate for the purposes of vacation payment by dividing the Base Salary Rate by 173.3 hours.

(7) In the event Employee should, at the request of the Employer, continue in the employment of the employer after the termination or expiration of this Agreement all accrued vacation credits will be carried forward to the new employment agreement between the Employer and Employee.

(8) Employees who are terminated for any reason whatsoever prior to completion of six (6) months cumulative service with the Employer under this and any other agreements of employment between the Employee and the Employer are not eligible for vacation or pay in lieu of vacation, all other clauses of this Agreement notwithstanding.

(9) The vacation rights specified in this Section 8 (a) of this Agreement shall not impair the accrual of vacation rights under the standard personnel practices of the Employer. In the event of conflict between the standard personnel practices of the Employer and this Agreement, this Agreement shall hold precedence.

b. Sick Leave. In the event of sickness, Employee shall be entitled to paid sick leave as determined by Employer's personnel policy, paid sick leave not to exceed thirty (30) days within a twelve (12) month period. In the event of sick leave extending over the thirty (30) days per twelve month period, the Employer will determine the continued pay status of the Employee. During periods of paid sick leave overseas, Employee shall be entitled to his regular

pay and Overseas Differential. Per Diem at the Duty Station rate will be paid for a maximum of fourteen (14) days of continuous hospitalization.

In cases of extended sick leave of five or more consecutive days of illness, Time Off will cease to accrue with the last day prior to the start of the sick leave period, and shall not again begin to accrue until the sick leave period is over and the man is released for duty.

SECTION 9. TRANSPORTATION

a. In reporting for and rendering services during his employment, hereunder, and in travelling to and from his place or places of duty hereunder, Employee consents to travel by land, sea, and air, according to routes and by any mode of conveyance which Employer may specify, and, when so directed by Employer, whether upon completion or termination of Employee's employment hereunder or otherwise, Employee agrees to return to the United States without delay by such route and means as Employer may designate.

b. Except as herein otherwise provided, and subject to the rules and regulations prescribed in respect thereof by Employer, Employer shall furnish or cause to be furnished to Employee, transportation while Employee is traveling on Employer's business.

c. Employee shall comply with all applicable customs, laws, and regulations of the countries from, to, or through which Employee or any of his property may be transported.

SECTION 10. PASSPORTS AND PREPARATION FOR TRAVEL

a. This Agreement is predicated upon satisfactory proof furnished by Employee that he is a citizen of the United States of America and upon his ability to secure necessary passports, visas and such other permits as may be necessary to authorize his departure and absence from the United States, and entrance into and stay in such foreign countries as may be necessary, to pass such physical examination, and to submit to such disease immunization, finger-printing, and to comply with other regulations as may be required by proper authority or by Employer.

b. If Employee is so qualified, Employer shall assist Employee in obtaining the necessary passports, travel permits and visas, for Employee without cost to him.

SECTION 11. MEDICAL SERVICES

Employee shall submit to such physical examinations, vaccinations, and inoculations as Employer shall direct from time to time and at no expense to Employee.

The Employee will, to the extent that facilities, equipment and personnel available to it at Employee's place of duty hereunder permit, be provided with such medical, dental, surgical, nursing and hospital treatment, preventative or curative, as medical examiners appointed by the Government at Employee's place of duty may from time to time determine to be necessary or desirable.

Each Employee is required to participate in the Employer's Group Insurance Plan applicable to salaried employees. The Employee will be required to use his Group Insurance Plan coverage when facilities, equipment and personnel are not available at the Employee's place of duty to provide such medical, dental, surgical, nursing and hospital treatment and/or preventive or curative, as medical examiners appointed by the Government at Employee's place of duty may from time to time determine to be necessary or desirable. At such time that the Employee must use his Group Insurance Plan, all forms, certificates, receipts and necessary communications will be provided and implemented under the direction of the Detachment Administrative Officer.

Employee, for security reasons, shall not elsewhere seek or undergo any medical, dental, surgical, nursing or hospital treatment, whether preventative or curative, without securing prior approval of said medical examiners; and failure to comply with this requirement will be cause for immediate termination of employment within the meaning of Paragraph (a) of Section 14.

SECTION 12. ADDITIONAL BENEFITS AND ALLOWANCES

a. Employee may be required to wear such uniform or special clothing as may be prescribed by the Government. When a uniform or special clothing is prescribed, Employer will cause it to be provided without charge, but the expense of its maintenance shall be borne by Employee.

b. Retirement Plan. The provisions of the Hycon Profit Sharing Retirement Plan and Trust shall be made available to Employee on the same basis and subject to the same conditions and requirements as they are made available to salaried employees of the Employer at its Pasadena, California base.

c. The provisions of the Hycon Group Insurance Plan as presently in effect for salaried employees of the Employer at its Pasadena, California base shall be made available to Employee on the same basis as they are made available to said employees of Hycon Mfg. Company.

d. The Employer may, in its sole discretion, grant emergency leave to the Employee. In the event, such leave is granted, the Employee will be permitted a maximum of thirty (30) days in the ZI. Failure to return to work within this period shall constitute a failure to satisfactorily complete the obligations under this Agreement. Transportation for emergency leave will be at the Employee's expense.

SECTION 13. COMPENSATION FOR DEATH OR DISABILITY

a. Employee shall be covered by Workmen's Compensation Insurance.

b. In the event that Employee is taken prisoner or is otherwise detained by a hostile force or the force of any power not allied with the United States in a common military effort, Employer shall continue to pay Employee his salary during such detention. The period of such detention shall be construed to include the period until Employee is returned to his place of duty, or to the United States, or death is established by a finding by the Federal Security Administrator or other Federal body having jurisdiction or by other evidence satisfactory to the United States Government or death can legally be presumed to have occurred. If Employer pays salary as provided in this paragraph during any period in which Employee or his beneficiaries are entitled to benefits under Workmen's Compensation insurance any benefits so payable for such period shall be a part of, and not in addition to, the salary thus paid.

c. Employer has in effect and will endeavor to maintain for the benefit of the Employees a participating Group Insurance Plan and all Employees who sign this Agreement are required to participate therein. Failure or inability on the part of Employer to maintain such a plan, however, shall not subject it to any liability or responsibility hereunder.

d. Employer will take out accidental death and dismemberment insurance providing benefits up to \$25,000 for accidents involving employees which occur as a result of travel, or any other activity incident to the discharge of the responsibility of the Employee under this Agreement, including flying as observers in any aircraft, but excluding accidents which are directly or indirectly caused or contributed to by war or undeclared war or any act thereof. Coverage will extend anywhere in the world, except in countries specifically excluded from the policy provisions by the insurance carrier.

e. It is understood and agreed that if any Insurer providing insurance under the terms of this Section 13, fails to pay claims arising thereunder for any reason whatsoever, Employer will not be liable for the payment of such claims.

f. In the event of the death of Employee while outside the Continental limits of the United States during the term of this Employment Agreement, Employee authorizes Employer to make appropriate disposition, as shall be deemed best by it under the prevailing circumstances, of the body and personal effects of Employee.

g. Employee is required to furnish the Employer with a copy of his last will and testament or provide the Employer with an execution accomplishing the same purpose.

SECTION 14. TERMINATION

Termination of this agreement can occur with any of the following broad categories of conditions:

- a. Discharge for Cause
- b. Quit
- c. Surplus or Completion
- d. Death

Under any condition of termination, Employer will provide return transportation to Pasadena, California, at no expense to Employee and Employee agrees to return as directed. Each of the broad categories of termination is further outlined below.

a. Discharge for Cause. Employer may by unilateral notice in writing or by telegram or cablegram terminate Employee's employment and his right to receive further salary and other benefits hereunder.

(1) If Employee, in the opinion of Employer, is not trustworthy, careful, or is otherwise disqualified to render the services required hereunder, or does not abide by all rules, regulations and requirements of Employer, its officers, agents and supervisory employees as well as those of the United States Government or foreign governments.

(2) If Employee, in the opinion of the medical examiner or examiners designated or approved by Employer, is found to be afflicted with any venereal disease.

(3) If Employee violates any of the provisions of this Agreement or fails to perform faithfully and diligently the services and duties required of him hereunder.

(4) If Employee in any respect fails to meet the standards or requirements of Employer or the United States Government for overseas service.

(5) If the performance or the personal conduct of the Employee is unsatisfactory to Employer or the United States Government; or if the United States Government has objections to the continued employment of Employee.

b. Quit. In the event that Employee terminates his employment hereunder voluntarily, he shall not from and after such termination be entitled to any salary or other benefits.

c. Surplus or Completion. Employer may, further, by unilateral notice in writing or by telegram or cablegram terminate Employee's employment under this Agreement without cause under any of the following circumstances:

(1) Upon or after completion of the Employer's contract with the Government.

(2) Upon or after termination of the Employer's contract with the Government, in whole or in part.

(3) Upon or after completion of Employee's performance under this Agreement as determined by Employer.

(4) If, in the opinion of Employer, the performance provided for in this Agreement not having been completed or terminated, the services of Employee are no longer required hereunder.

(5) If Employee shall be inducted into or recalled to active duty (as distinguished from voluntarily entering) in the armed forces of the United States.

(6) If Employee, in the opinion of a medical examiner appointed by Employer, shall be determined to be sick or incapacitated to such extent that he should be removed from his place of duty.

(7) If, in the opinion of Employer (supported by concurrence of the United States Government) an emergency condition of serious illness or death in Employee's immediate family exists warranting his immediate release from this Agreement and return to Pasadena, California.

Upon termination by Employer under this Paragraph (c), Employer shall make available to Employee return transportation to Pasadena, California, and Employee shall be entitled to receive his salary until he is so returned and this contract can be terminated as early as its terms permit.

d. Death. In the event that Employee's employment hereunder is terminated by his death, the amounts due and payable by Employer to Employee hereunder, including without limitation the amount of his overseas differential pursuant to Section 7 hereof, shall be deposited to his account in the bank designated pursuant to Paragraph (b) of Section 5 hereof.

e. Under any termination, any part of a week of service under this Agreement at the time of its expiration shall be considered a full week.

SECTION 15. SECRECY AND SECURITY

a. The employment which is the subject of this Agreement will involve access to information affecting the national defense of the United States within the meaning of the Espionage Laws, Title 18, United States Code, Sections 793 and 794. Transmission or revelation of such information in any manner to unauthorized persons may be a criminal offense and may lead to prosecution and conviction. It will also be a cause for immediate termination of employment within the meaning of Paragraph (a) of Section 14. The Employee agrees to abide by all security rules and regulations applicable to the employment.

b. Employee agrees to comply with all applicable customs, laws and regulations of the countries from, to or through which Employee or any of his property may be transported.

c. Employee shall treat as confidential any information or knowledge received or acquired by him relating to his employment or to his services hereunder, or to the products or processes of manufacture of the Employer not disclosed by the Employer to the general public, and shall not, without the prior written consent of the Employer, publish or cause to be published, or disclose to any person, firm or corporation, in any manner or by any means, either by statements, photographs, pictures, books, articles, reports, charts, graphs, maps, or in any other manner or by any other

means, written, pictorial, oral, or otherwise, any information directly or indirectly relating to such employment, services, products and/or processes of manufacture. The provisions of this paragraph may be enforced by injunctive relief or by any other legal means.

SECTION 16. DEPENDENTS

Dependents of the Employee will not be permitted to join the Employee at his foreign duty station.

SECTION 17. SEPARABILITY OF CONTRACT TERMS

In the event that any one or more of the provisions of the Agreement shall, for any reason whatsoever, be held by competent authority to be invalid or unenforceable, such particular provision or provisions shall be deemed to be separable from the remainder of this Agreement; and all of the remaining provisions, terms and conditions of this Agreement shall continue in full force and effect and be binding upon the parties hereto, in the same manner as if the severed provision or provisions had never been included herein.

SECTION 18. MISCELLANEOUS

This Agreement of Employment constitutes the entire Agreement between the parties hereto relating to the subject matter hereof and the provisions thereof shall be construed and interpreted solely in accordance with the laws of the State of California. It is specifically agreed that the Employer may assign its rights and delegate its duties under this Agreement of Employment or subsequent Agreements requiring the services of the Employee to any Hycon Mfg. Company organization, affiliate or subsidiary. It is expressly understood and agreed, however, that this Agreement of Employment does not create any employer-employee relationship between the Government and the Employee, nor does it entitle Employee to any benefits incidental to Government employment. It is further agreed that no assignment of rights under this Agreement of Employment or subsequent agreements requiring the services of the Employee shall be made by Employee without the written consent of the Employer. Unless this Agreement of Employment is executed on behalf of the Employer by an officer or authorized representative thereof, it shall not become binding.

SECTION 19. FINAL SETTLEMENT

On the termination of this Agreement and payment to the Employee of all amounts due to him hereunder, the Employee shall execute and deliver to the Employer upon a form prepared by it a receipt for said sums and a release of all claims, except claim for compensation insurance or such claims as may have been submitted pursuant to the provisions of Section 13 hereof and which may remain undisposed. It is understood that in preparing the final record of employment on termination, the Employee shall submit to such physical examinations, both at the job site and after his return to the United States, as the Employer may deem necessary for the preparation of such record herein required.

SECTION 20. CERTIFICATION BY EMPLOYEE

The Employee certifies to Employer that he has read the foregoing Agreement and that he fully understands its terms and conditions, and further certifies that the foregoing terms and conditions constitute his entire agreement with the Employer, and that no promises or understandings have been made other than those stated above; and it is specifically agreed by the parties hereto that this Agreement shall be subject to modification only by written instrument signed by both Employer and the Employee.

No promises or representations of any kind have been made to the Employee regarding exception from payment of the United States or any other income tax. United States income tax will be withheld as well as any other applicable tax which the Employer is required by law to deduct from the pay of its Employees.

Employee certifies that he is a citizen of United States of America; that he does not advocate and is not a member of any political party or organization which advocates the overthrow of our constitutional form of government in the United States.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed in triplicate in the City of _____, State of _____, by its officer or other person thereunto duly authorized and its corporate seal to be affixed hereto, and Employee has executed the same, in triplicate, the day and year first above written.

HYCON MFG. COMPANY

By _____

Witness to Signature of Employee

Employee

HYCON MFG. COMPANY

EXHIBIT "A"

Attached to and Part of
AGREEMENT OF EMPLOYMENT

Dated _____

1. Area of Employment: ZI and outside continental limits of United States.
2. Job Classification: _____
3. (a) ZI Base Salary: _____
(b) OS Base Salary: _____
(c) Test Site Base Salary: _____
and in addition, Separation Allowance of \$9.00/day and \$5.00/day
for Meals.
4. Special Agreement: Effective upon completion or termination of this Agreement, the Employee will revert to his employment status as it existed immediately prior to the signing of this agreement.

Employee

Approved at _____ on _____
(Place) (Date)

by _____
(Signature) (Title)

HYCON MFG. COMPANY